

G. GUARANTEE BY COMPANY DIRECTORS, PARTNERS AND TRUSTEES

STOP PLEASE READ THIS FIRST

- ✓ It is only necessary to complete this Guarantee if the Customer is a company, partnership or trustee.
- ✓ This Guarantee must be completed and signed by at least 2 individuals who shall be, as applicable, either directors, shareholders, partners or trustees in their personal capacity, and be at least eighteen (18) years of age.
- ✓ This Guarantee is given in favour of all divisions, branches, business units and subsidiaries of George Weston Foods (NZ) Limited, which might at any time supply goods or services to the Customer.
- ✓ If the Customer already owes money to GWF, this Guarantee is given both for what is already owing and for what will become owing in future.
- ✓ Individuals agreeing to this Guarantee are also agreeing to the Privacy Act Authority in this application.

TO: George Weston Foods (NZ) Limited (company number 52216) and its related companies (as defined in the Companies Act 1993, provided that 'company' shall mean a company wherever incorporated). In consideration of GWF agreeing to supply or continue to supply goods and services to the Customer at (our request):

Registered Legal Name		
Trading Name		
(Customer)	COMPANY NUMBER:	NZBN:

then:

Full Legal Name of Director(s)/Partner/Trustee(s) (Guarantor)	(1)	(2)
Full Address of Director(s)/Partner/Trustee(s) (Guarantor)		
New Zealand Passport copy attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

(the Guarantors or We) hereby agree with GWF as follows:

1. We guarantee the punctual payment to GWF of all the money which is now or in the future owing to GWF by the Customer in connection with the supply of goods or services by GWF to the Customer, and interest payable on that money (Guaranteed Money).
2. We acknowledge that the terms agreed between GWF and the Customer may oblige the Customer to pay for the goods in full within the timeframe notified in writing by GWF to the Customer from time to time. We agree to give this guarantee regardless of the timeframe which GWF notify to the Customer from time to time as the payment timeframe.
3. We will pay to GWF, immediately GWF demand that we pay, any amount of the Guaranteed Money which the Customer has not paid by its due date.
 - (a) Each guarantor agrees to pay those monies to GWF and make good any default of the Customer without the need for any demand by GWF and GWF may enforce the obligation to pay those monies and all other obligations owed by the Customer under GWF's terms and conditions of supply against the Guarantor, as if the Guarantor were the customer and a principal debtor (without the need of any prior default by the Customer)
4. We agree that:
 - (a) this document is a continuing guarantee for the whole of the Guaranteed Money;
 - (b) our liability for the Guaranteed Money is joint and several if there is more than one Guarantor;
 - (c) GWF may act against each Guarantor or any number of Guarantors as though we were the principal debtor in place of the Customer;
 - (d) we waive all our rights as surety which are inconsistent with this document;
 - (e) for the purposes of securing our liabilities and obligations under this Guarantee, We each hereby charge all of our real property both present and future, with the due and punctual payment and the due, punctual and complete performance of our liabilities and obligations under this guarantee and we consent and authorise GWF to register a caveat or caveats against such properties, recording its interest under this guarantee; and
 - (f) any amendment of the terms of the Customer's contract with GWF which may be carried out by GWF notifying the Customer of the amendment (including by GWF amending the terms on the back of the invoice or on GWF's website) and that notification of the amendment of the terms to the Customer is deemed to be adequate notice of the amendment on us.
5. Our obligations and liabilities under this document are not affected by:
 - (a) any agreement between GWF and the Customer being wholly or partly unenforceable;
 - (b) any release of the Customer by GWF;
 - (c) any variation to the amount or the terms on which GWF provide credit or of any agreement between GWF and the Customer;
 - (d) GWF granting any time to pay or other indulgence to the Customer;
 - (e) negligence or mistake by GWF;
 - (f) the failure or refusal of any person intended to be a Guarantor to sign a guarantee of the Guaranteed Money;
 - (g) the credit limit determined by GWF from time to time or the fact that the Guaranteed Money exceed any such credit limit;
 - (h) GWF taking, failing to take or perfect, discharging, varying, substituting, dealing with or losing any security for the Guaranteed Money;
 - (i) GWF refusing to supply further goods or services to the Customer; or
 - (j) anything else which might prejudice or discharge our liability under this document.
6. We will pay to and indemnify GWF against failure to pay any of the Guaranteed Money together with all costs and expenses incurred by GWF in relation to enforcing this guarantee and/or all costs and expenses associated with the recovery of any moneys due and payable under this Guarantee, including legal costs on an indemnity and/or solicitor/own client basis (whichever is the higher) and any mercantile agent/or debt collection fee on an indemnity basis.
7. Any one of us may only revoke our guarantee for further transactions by giving prior written notice forwarded by prepaid post addressed to the company secretary of GWF at its registered office in New Zealand. Once GWF have acknowledged receipt of such written notice, this shall only take effect three months after it has been received by the company secretary.
8. All dividends and other payments received by GWF from the Customer (whether in liquidation or otherwise) shall be taken and applied by GWF as payments in gross and the right of any one of us to be subrogated to GWF shall not arise until GWF has received the full amount of Guaranteed Money.
9. This Guarantee will render each of us liable to reimburse GWF for any monies which GWF may have to pay or elect to pay to any liquidator or administrator of the Customer in response to any claim they may make against GWF.
10. This Guarantee shall bind each of us jointly and severally and take effect as a deed immediately we sign it, regardless of whether or not others who we may have understood were to sign this Guarantee (including any persons named above) actually ever do so.
11. We understand that a guarantee is an important document and that we have had the opportunity to obtain legal advice on our obligations and financial advice in relation to the Customer.
12. We each agree to the Privacy Act Authority in this application.

The Guarantee must be signed by individuals
The Witness must be fully independent. The witness cannot be an employee or representative of GWF, or another Guarantor

Guarantor Name (1)	Guarantor Name (2)
Signature:	Signature:
Independent Witness Name & Sign:	Independent Witness Name & Sign:
Date:	Date:

